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South Central Electrical and Maintenance Company and International Association of Machinists & Aerospace Workers, AFL-CIO, Local Lodge 845. Case 28-CA-132388

October 22, 2014

DECISION AND ORDER

BY CHAIRMAN PEARCE AND MEMBERS JOHNSON
AND SCHIFFER

The General Counsel seeks a default judgment in this case on the ground that the Respondent has failed to file an answer to the complaint. Upon a charge filed by International Association of Machinists & Aerospace Workers, AFL-CIO, Local Lodge 845, the Union, on July 9, 2014, the General Counsel issued the complaint on July 23, 2014, against South Central Electrical and Maintenance Company, the Respondent, alleging that it has violated Section 8(a)(5) and (1) of the Act. The Respondent failed to file an answer.

On August 14, 2014, the General Counsel filed a Motion for Default Judgment with the Board. Thereafter, on August 18, 2014, the Board issued an order transferring the proceeding to the Board and a Notice to Show Cause why the motion should not be granted.¹ The Respondent filed no response. The allegations in the motion are therefore undisputed.

The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

Ruling on Motion for Default Judgment

Section 102.20 of the Board's Rules and Regulations provides that the allegations in a complaint shall be deemed admitted if an answer is not filed within 14 days from service of the complaint, unless good cause is shown. In addition, the complaint affirmatively stated that unless an answer was filed by August 6, 2014, the Board may find, pursuant to a motion for default judgment, that the allegations in the complaint are true. Further, the undisputed allegations in the General Counsel's motion disclose that the Region, by letter dated August 7, 2014, notified the Respondent that unless an answer were received by August 13, 2014, a motion for default judgment would be filed. Nevertheless, the Respondent failed to file an answer.

¹ On August 19, 2014, the Board issued an Order correcting the show cause response date to September 2, 2014.

In the absence of good cause being shown for the failure to file an answer, we deem the allegations in the complaint to be admitted as true, and we grant the General Counsel's Motion for Default Judgment.

On the entire record, the Board makes the following

FINDINGS OF FACT

I. JURISDICTION

At all material times, the Respondent has been a corporation with an office and place of business at the Nellis Air Force Base in the State of Nevada, where it has been engaged in providing transient alert services. In conducting its operations during the 12-month period ending July 9, 2014, the Respondent provided transient alert services at the Nellis Air Force Base in the State of Nevada, to the United States valued in excess of \$500,000 and has had a substantial impact on the national defense of the United States.

In conducting its operations during the 12-month period ending July 9, 2014, the Respondent performed services valued in excess of \$50,000 in States other than the State of Nevada.

We find that the Respondent is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act, and that the Union is a labor organization within the meaning of Section 2(5) of the Act.

II. ALLEGED UNFAIR LABOR PRACTICES

At all material times, Jesse Samuel has held the position of president of the Respondent and has been a supervisor of the Respondent within the meaning of Section 2(11) of the Act and an agent of the Respondent within the meaning of Section 2(13) of the Act.

The following employees of the Respondent (the unit) constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

All regular full-time and part-time aircraft servicers employed by Respondent at the Nellis Air Force Base, excluding all other employees, guards and supervisors as defined in the Act.

On March 17, 2014, the Union was certified as the exclusive collective-bargaining representative of the unit.

At all times since March 17, 2014, based on Section 9(a) of the Act, the Union has been the exclusive collective-bargaining representative of the unit.

About March 28 and June 10, 2014, by letters, and about June 11, 2014, by email, the Union requested that the Respondent bargain collectively with the Un-

ion as the exclusive collective-bargaining representative of the unit.

Since about March 28, 2014, the Respondent has failed and refused to bargain with the Union as the exclusive collective-bargaining representative of the unit.

Since about March 28 and June 10, 2014, by letters, and since about June 11, 2014, by email, the Union has requested that the Respondent furnish it with the information contained in the letter attached to the complaint as Exhibit 1.²

The information requested by the Union is necessary for, and relevant to, the Union's performance of its duties as the exclusive collective-bargaining representative of the unit.

Since about March 28, 2014, the Respondent has failed and refused to furnish the Union with the requested information.

CONCLUSION OF LAW

By the acts and conduct described above, the Respondent has been failing and refusing to bargain collectively with the exclusive collective-bargaining representative of its employees within the meaning of Section 8(d) of the Act in violation of Section 8(a)(5) and (1) of the Act. The unfair labor practices of the Respondent affect commerce within the meaning of Section 2(6) and (7) of the Act.

REMEDY

Having found that the Respondent has engaged in certain unfair labor practices, we shall order it to cease and desist and to take certain affirmative action designed to effectuate the policies of the Act. Specifically, having found that the Respondent has violated Section 8(a)(5) and (1) of the Act by failing and refusing since about March 28, 2014, to bargain with the Union and provide it with requested information, we shall order the Respondent, on request, to meet and bargain with the Union as the exclusive collective-bargaining representative of the unit employees and, if an understanding is reached, to embody the understanding in a signed agreement. We shall also order the Respondent to furnish the Union with the information requested since March 28, 2014.

To ensure that the employees are accorded the services of their selected bargaining agent for the period provided by law, we shall construe the initial period of the certification as beginning the date the Respondent begins to bargain in good faith with the Union. *Mar-*

Jac Poultry Co., 136 NLRB 785 (1962); accord: *Burnett Construction Co.*, 149 NLRB 1419, 1421 (1964), enf. 350 F.2d 57 (10th Cir. 1965); *Lamar Hotel*, 140 NLRB 226, 229 (1962), enf. 328 F.2d 600 (5th Cir. 1964), cert. denied 379 U.S. 817 (1964).

ORDER

The National Labor Relations Board orders that the Respondent, South Central Electrical and Maintenance Company, Houston, Texas and Las Vegas Nevada, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Failing and refusing to recognize and bargain with International Association of Machinists & Aerospace Workers, AFL-CIO, Local Lodge 845, as the exclusive collective-bargaining representative of the employees in the bargaining unit.

(b) Failing and refusing to furnish the Union with requested information that is relevant and necessary to the Union's performance of its duties as the exclusive collective-bargaining representative of the unit employees.

(c) In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

(a) On request, bargain with the Union as the exclusive collective-bargaining representative of the employees in the following appropriate unit concerning terms and conditions of employment and, if an understanding is reached, embody the understanding in a signed agreement:

All regular full-time and part-time aircraft servicers employed by Respondent at the Nellis Air Force Base, excluding all other employees, guards and supervisors as defined in the Act.

(b) Furnish to the Union in a timely manner the information requested by the Union on March 28, June 10, and June 11, 2014.

(c) Within 14 days after service by the Region, post at its facility located at Nellis Air Force Base in the State of Nevada, copies of the attached notice marked "Appendix A."³ Copies of the notice, on forms provided by the Regional Director for Region 28, after being signed by the Respondent's authorized repre-

² The Union's request for information is incorporated into this Decision and Order as "Appendix B."

³ If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

sentative, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places including all places where notices to employees are customarily posted. In addition to physical posting of paper notices, notices shall be distributed electronically, such as by email, posting on an intranet or an internet site, and/or other electronic means, if the Respondent customarily communicates with its employees by such means. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material. If the Respondent has gone out of business or closed the facility involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by the Respondent at any time since March 28, 2014.

(d) Within 21 days after service by the Region, file with the Regional Director for Region 28 a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply.

Dated, Washington, D.C. October 22, 2014

Mark Gaston Pearce, Chairman

Harry I. Johnson, III, Member

Nancy Schiffer, Member

(SEAL) NATIONAL LABOR RELATIONS BOARD

APPENDIX

NOTICE TO EMPLOYEES

POSTED BY ORDER OF THE

NATIONAL LABOR RELATIONS BOARD

An Agency of the United States Government

The National Labor Relations Board has found that we violated Federal labor law and has ordered us to post and obey this notice.

FEDERAL LAW GIVES YOU THE RIGHT TO

Form, join, or assist a union

Choose representatives to bargain with us on your behalf

Act together with other employees for your benefit and protection

Choose not to engage in any of these protected activities.

WE WILL NOT fail and refuse to recognize and bargain with International Association of Machinists & Aerospace Workers, AFL-CIO, Local Lodge 845, as the exclusive collective-bargaining representative of our employees in the bargaining unit.

WE WILL NOT fail and refuse to furnish the Union with requested information that is relevant and necessary to the Union's performance of its duties as the exclusive collective-bargaining representative of our unit employees.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights listed above.

WE WILL, on request, bargain with the Union as the exclusive collective-bargaining representative of the employees in the following appropriate unit concerning terms and conditions of employment and, if an understanding is reached, embody the understanding in a signed agreement:

All regular full-time and part-time aircraft servicers employed by us at the Nellis Air Force Base, excluding all other employees, guards and supervisors as defined in the Act.

WE WILL furnish to the Union in a timely manner the information it requested on March 28, June 10, and June 11, 2014.

SOUTH CENTRAL ELECTRICAL AND
MAINTENANCE COMPANY

The Board's decision can be found at www.nlr.gov/case/28-CA-132388 or by using the QR code below. Alternatively, you can obtain a copy of the decision from the Executive Secretary, National Labor Relations Board, 1099 14th Street, N.W., Washington, D.C. 20570, or by calling (202) 273-1940.



APPENDIX B

The IAM requests the data detailed below be provided in an electronic format, preferably in Microsoft Excel. A hard copy of the files showing this data, including field layout, is also requested.

Please provide the following information regarding the contract between the company and the federal government in which the bargaining unit work is covered under:

- I. Current data and data for the prior three years showing:
 - a. A breakdown for any insurance premiums (such as medical, dental, vision, life, accident, etc.) by type of coverage (such as single, one dependent, family, etc.) and carrier, including details on per employee premium costs (or premium equivalent for self-insured plans), number of employees by type of coverage, and any employee-share of these insurance premiums (see attached Sample 1 for example);
 - b. For all bargaining unit employee by full name, list each health and welfare benefit election(s) selected and amount paid for each insurance (Medical, Dental, Life, etc.), and additional monetary payments made to employees to satisfy the Service Contract Act health and welfare Fringe Benefit rate (include opt out payments and 401(k) contributions) (see attached Sample 2);
 - c. Information by type of coverage, carrier, enrollment, costs and retiree-share of costs for any insurance for retirees; and C.O.B.R.A. rates for medical, prescription drug, dental, and vision insurance.
 - d. For small employers, if you are eligible for the Small Employer Health Care Tax Credit under the Patient Protection and Affordable Care Act, the amount of tax credit received or anticipated for bargaining unit employees by year for 2010 through 2015. (If data for just bargaining unit employees is not available, please provide information on the group that includes bargaining unit employees and indicate which other types of employees are included in this data).
- II. Information regarding the contract the employer has with the federal government for bargaining unit work:
 - a. The federal government-issued contract number.
 - b. The type of contract (for example: fixed-price, cost-plus, etc.).
 - c. The completion date/ultimate completion date or any special renewal rights associated with term of the federal contract.
 - d. The most current Statement of Work (SOW) and/or Performance Work Statement (PWS) under this federal contract, including all amendments or modifications to the SOW and/or PWS.
 - e. All current job titles in the bargaining unit with their classification codes and definitions as classified under the Service Contract Act and all other jobs not classified.

EXHIBIT 1

- f. Does the Company perform work covered under this contract at any other location? If so, please provide detailed information on the location and the work performed.

- III. A current detailed breakdown by bargaining unit employee showing the following (please indicate date or time period data is for):
 - a. Pay/occupation grade or level (i.e. pay grade 5);
 - b. Job title;
 - c. Straight-time hourly rate;
 - d. Earnings as reported on most recent W-2 (including any pre-tax deferrals);
 - e. Shift primarily assigned to;
 - f. Age or date of birth;
 - g. Seniority or date of hire;
 - h. Gender;
 - i. Total hours paid during most recent year (calendar, fiscal or 12-month period);
 - j. Total overtime hours paid during most recent year (calendar, fiscal or 12-month period);
 - k. 401(k) or other savings plan contribution rate.

Note: the attached table (*Sample 3*) shows the general format for Items II(a)-II(k).

- IV. For the entire bargaining unit:
 - a. The current average hourly rate;
 - b. Number of employees currently at each level of the vacation schedule;
 - c. Average number of days used per bargaining unit member for paid sick leave, paid personal days, paid jury duty, paid bereavement leave, paid military leave, and any other types of paid leave during the most recent year (calendar, fiscal or 12-month period);
 - d. Average annual cost to the employer per employee for pension, health care, life insurance, accidental death & dismemberment, each other employer provided benefit, and all monetary payments paid to employees in order to satisfy the Service Contract Act Health and Welfare benefit requirement;
 - e. Average hours of overtime worked per week per bargaining unit member.
- V. For any pension, savings or stock plan:
 - a. Form 5500 and all schedules and attachments for the past three years;
 - b. Annual Funding Notice for defined benefit plans and actuarial reports for the past three years;
 - c. The current Summary Plan Description (SPD) and all current Summary of Material Modification (SMM);
 - d. The current plan document, including all amendments and attachments;
 - e. The current IRS determination letter;
 - f. For voluntary participation and/or contribution plans, such as 401(k) plans, the annual average for the past three years for:
 - 1) The number of bargaining unit members participating;
 - 2) The average contribution by these participants;

- 3) The number of these participants making the maximum contribution;
 - 4) The average employer match/contribution for these participants;
 - 5) The average account balance for participants;
 - 6) The number of these participants with loans from the plan.
- g. For defined benefit plans, a breakdown per retiree or beneficiary who terminated employment and started receiving a pension during the past three years:
- 1) Date of service when employment with company terminated;
 - 2) Age and seniority at date of termination;
 - 3) Monthly benefit, including calculation showing how benefit was determined;
 - 4) Indication if pension was not a regular pension, such as disability, early retirement, etc.;
 - 5) Indication of what type of pension selection, such as joint & survivor, 10-year certain, etc.
- VI. The current Summary Plan Descriptions (SPD) and Summary of Material Modifications (SMM) for all other benefit plans not included in Section IV.
- VII. An electronic copy (preferable format is in Microsoft Word) of the current collective bargaining agreement.

SAMPLE 1

Company Name: Components-R-Us, Inc.
Division: Aerospace Products
City, State: Happy Valley, MA

Time Period Covered: January 2012 enrollment

Are employees not in the IAM bargaining unit included in any of these benefits? Yes

If so, please specify: All non-union hourly and salaried in plant are included in health, dental and vision care. All company employees at this plant and plants in Florida and Ohio are included in the Life, Accidental Death & Dismemberment and Accident & Sickness.

Type of Insurance	Provider	Type of Premium	Number of Employees	Total Monthly Premium	Employee Share of Monthly Premium
Health	OurHealth Inc.	Single	84	\$178.34	\$10.00
Health	OurHealth Inc.	Dependent	168	\$226.45	\$15.00
Health	HMOWorld	Single	115	\$154.20	\$0
Health	HMOWorld	Dependent	201	\$187.62	\$0
Health	DocPlus	Single	65	\$181.54	\$10.00
Health	DocPlus	Dependent	87	\$254.65	\$15.00
Dental	ToothPlus	Single	264	\$49.25	\$0
Dental	ToothPlus	Dependent	456	\$49.25	\$0
Vision	MassEye	Single	264	\$36.87	\$0
Vision	MassEye	Dependent	456	\$52.47	\$0

Type of Insurance	Provider	Number of Employees	Total Annual Premium
Basic Life	USALife & Casualty	1,248	\$120,000
Accidental Death & Dismemberment	USALife & Casualty	1,248	\$8,600
Accident & Sickness	USALife & Casualty	1,248	\$500

SAMPLE 2

Company Name: Components-R-Us, Inc.
Division: Aerospace Products
City, State: Happy Valley, MA

Time Period Covered: January 2012

*In this example, the SCA Health and Welfare Fringe Benefit Rate is \$4.20 per hour or \$168.00 per week or \$728.00 per month.

Employee Name	Employer Cost Per Month						
	Medical Insurance	Dental Insurance	Life Insurance	401(k) employer contribution	Subtotal	Balance paid to comply with SCA Health & Welfare fringe rate	Total
Joe Smith	\$355.33	\$21.00	\$12.00	\$125.00	\$513.33	\$214.67	\$728.00
Jane Doe	Opt Out	Opt Out	Opt Out	\$125.00	\$125.00	\$603.00	\$728.00

SAMPLE 3

Company Name: Components-R-Us, Inc.
 Division: Aerospace Products
 City, State: Happy Valley, MA

As of: 1/1/2012

Person	Pay Grade	Title	Straight Time Hourly Rate	2011 W-2	Shift	Age	Date of Birth	Seniority	Date of Hire	Gender	Total Hours Paid in 2011	Total Overtime Hours Paid in 2011	401k Employee Contribution Rate
1	A1	Machinist A	\$18.75	\$39,000	1	51	2/16/1961	20	11/27/1991	F	2,280	200	0%
2	A3	Machinist C	\$19.25	\$41,543	1	32	1/6/1980	9	10/19/2002	M	2,480	400	4%
3	B4	Tool & Die D	\$17.85	\$38,500	1	49	8/17/1962	25	9/16/1986	M	2,300	220	4%
4	A1	Machinist A	\$18.60	\$37,201	2	35	7/26/1976	10	8/8/2001	F	2,685	605	3%
5	A2	Machinist B	\$18.95	\$39,400	2	28	8/22/1983	6	7/30/2005	F	3,080	1,000	3%
6	C3	Technician C	\$14.37	\$31,200	3	47	10/29/1964	25	1/22/1987	M	2,880	800	3%
7	D1	Assembler A	\$11.00	\$19,401	2	24	4/28/1988	2	2/8/2010	M	1,600	250	7%
8	A2	Machinist B	\$18.95	\$39,401	1	42	3/22/1970	10	4/1/2002	M	2,180	100	7%
9	B1	Tool & Die A	\$17.61	\$36,400	2	60	11/19/1951	38	4/26/1974	F	2,680	600	7%
10	C2	Secretary B	\$14.10	\$33,875	1	56	9/27/1955	31	6/3/1981	F	2,520	440	7%
11	A2	Electrician B	\$18.90	\$38,000	3	35	12/3/1976	16	10/17/1995	M	3,480	1,400	2%
12	A3	Machinist C	\$19.25	\$41,320	1	42	1/9/1970	10	2/8/2002	M	3,180	1,100	2%
13	B4	Drillman D	\$17.85	\$36,851	1	40	8/15/1971	15	7/25/1996	F	4,180	2,100	2%
14	D3	Tool & Die C	\$11.24	\$23,100	2	63	3/28/1949	45	12/3/1966	F	1,450	358	2%
15	C2	Operator B	\$14.10	\$29,450	3	34	7/15/1977	4	10/26/2007	F	2,586	506	2%
16	D1	Stockroom A	\$11.00	\$22,880	2	43	2/14/1969	18	9/15/1993	M	3,580	1,500	0%